

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II

SDMS Document



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)  
SYOSSET LANDFILL SUPERFUND SITE, )  
OYSTER BAY, NEW YORK )  
)

) Kollmorgen Corporation, )  
) Photocircuits Corporation, )  
) Konica Graphics Imaging, Inc., )  
) Phelps Dodge Corporation, )  
)

) Respondents. )  
)

) Proceeding under Section 122(g)(4) )  
) of the Comprehensive Environmental )  
) Response, Compensation, and )  
) Liability Act of 1980, as amended, )  
) 42 U.S.C. § 9622(g)(4). )  
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ADMINISTRATIVE ORDER  
ON CONSENT

INDEX NUMBER  
CERCLA-02-99-2025

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued Sept. 13, 1987 and amended by memoranda dated June 17, 1988 and May 19, 1995).

2. This Consent Order is issued to the above-captioned Respondents (hereinafter, "Respondents"). This Consent Order concerns the contribution of Respondents toward the costs of the response actions that have been conducted or are to be conducted in connection with the Syosset Landfill Superfund Site (the "Site"), located in the Town of Oyster Bay, Nassau County, New York.

3. Each Respondent agrees to undertake all actions required of it by the terms and conditions of this Consent Order. This Consent Order was entered into by EPA and Respondents in

good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in Sections V and VI, respectively, of this Consent Order.

## II. PARTIES BOUND

5. This Consent Order shall apply to and be binding upon EPA and upon each Respondent and its successors and assigns. Each signatory to this Consent Order certifies that he or she is legally authorized to enter into the terms and conditions of this Consent Order and to bind legally the party represented by him or her. Any change in ownership or corporate or other legal status of a Respondent, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order.

## III. STATEMENT OF PURPOSE

6. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous

Substance Superfund and by private parties, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

#### IV. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, including Appendix 1 attached hereto, which lists the Respondents, their volumetric shares, and their respective payments, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Consent Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of a conflict between this Order and any attachment, this Order shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

e. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Municipal sewage sludge" shall mean any solid, semi-solid, or liquid residue removed during the treatment of municipal waste water or domestic sewage, and may include residue removed, all or in part, during the treatment of wastewater from manufacturing or processing operations, provided that such residue has essentially the same

characteristics as residue removed during the treatment of domestic sewage.

g. "Municipal solid waste" shall mean household waste and solid waste collected from non-residential sources that is essentially the same as household waste. While the composition of such wastes may vary considerably, municipal solid waste generally is composed of large volumes of non-hazardous substances (e.g., yard waste, food waste, glass, and aluminum) and can contain small amounts of other wastes as typically may be accepted in RCRA Subtitle D landfills.

h. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral or an upper case letter.

i. "Party" shall mean the United States or any individual Respondent. "Parties" shall mean the United States and Respondents.

j. "Respondents" shall mean those entities listed in the caption of this Consent Order and Appendix 1.

k. "Response Costs" shall mean all costs of "response" as defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

l. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

m. "Site" shall mean the Syosset Landfill Superfund Site, located 50 yards north of the Long Island Expressway on approximately 35 acres in the Village of Syosset, the Town of Oyster Bay, Nassau County, New York.

n. "United States" shall mean the United States of America, its agencies, departments, and instrumentalities.

#### V. FINDINGS OF FACT

8. The Site is located in the Village of Syosset, Town of Oyster Bay, Nassau County, New York. The Site is bordered by Miller Place to the southeast, by property formerly occupied by Cerro Conduit Company to the southwest, and by the Long Island Railroad to the northwest. A residential area and the South Grove Elementary School border the Site to the northeast. The portion of the Site that was used as a landfill (hereinafter, "Landfill") is enclosed by a six foot high cyclone fence. The Site also includes offices and maintenance facilities for the

Town of Oyster Bay Department of Public Works. This area is located to the east, immediately adjacent to the Landfill. .

9. The Landfill is owned by the Town, which operated it from approximately 1933 to 1975. Prior to 1967, there were no restrictions on the types of waste that could be disposed of at the Landfill. Consequently, residential solid waste, untreated sewage and cesspool liquid sludge, as well as commercial, industrial, demolition, and agricultural wastes were disposed of at the Landfill until 1967. Upon information and belief, the Town stopped using the Site to dispose of its domestically-generated wastes after it opened the Old Bethpage Landfill in 1967. At that time the Town instructed a number of the industrial generators that had been disposing of wastes at the Site to use the Old Bethpage Landfill, although others continued to dispose of industrial waste at the Site until the Nassau County Department of Health ("NCDOH") closed the Landfill on or about January 27, 1975, due to possible ground water contamination.

10. In January 1983, ERM-Northeast ("ERM"), an environmental engineering firm, prepared a report regarding the Site summarizing the results of a study it had performed for NCDOH. The report concluded that the ground water quality was being impacted by landfill leachate. Elevated heavy metal concentrations, including arsenic, cadmium, chromium and lead, were detected at levels exceeding New York State Primary Drinking Water Standards. One public drinking water well which is downgradient of the Site was closed due to taste and odor problems. The Site was placed on the National Priorities List (established pursuant to Section 105(a) of CERCLA, 42 U.S.C. §9605(a)) in September 1983.

11. On June 19, 1986, EPA and the Town entered into an Administrative Order on Consent (Index No. II CERCLA-60203) (the "Order"). The Order required the Town to conduct a Remedial Investigation/Feasibility Study ("RI/FS") at the Site. The RI/FS was completed in September 1990. On September 27, 1990, EPA signed a Record of Decision ("ROD") for Operable Unit One ("OU1"), which selected a remedy that includes capping of the Landfill pursuant to NYSDEC regulations, and provisions for long-term air and ground water monitoring of the Site. The ROD also called for a supplemental investigation, which was designated as Operable Unit 2 ("OU2"), to study the potential off-Site impacts of the Landfill.

12. The remedy called for by the OU1 ROD was implemented by the Town pursuant to a Consent Decree entered into by EPA and the Town of Oyster Bay. This Consent Decree, United States of

pursuant to this Consent Order is a minor portion of the total response costs that EPA has incurred in connection with the Site.

VI. DETERMINATIONS BY EPA

19. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

a. the Site is a "facility", as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

b. each Respondent is a "person", as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);

c. each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

d. the contamination of groundwater underlying and near the Site by Landfill leachate containing, inter alia, arsenic, cadmium, chromium, and lead, as well as the presence of volatile organic compounds ("VOCs") and polychlorinated biphenyls ("PCBs") in the soil at the Site, demonstrate an actual or threatened "release" at and from the Site, as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22);

e. the actual or threatened "release" caused the incurrence of response costs;

f. prompt settlement with Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

g. this Consent Order involves only a minor portion of the response costs at the Site with respect to each Respondent, pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1); and

h. the amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site, within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VII. ORDER

20. Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VIII. PAYMENT

21. Within thirty (30) days of the effective date of this Consent Order, each Respondent shall remit payment to EPA via electronic funds transfer ("EFT") in the amount set forth in Appendix 1 for each such Respondent. The payments to be made by each Respondent under this Consent Order include amounts for past response costs incurred at or in connection with the Site, projected future response costs to be incurred at or in connection with the Site, and a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that EPA's future response costs at the Site will exceed current estimates. To effect payment via EFT, each Respondent shall instruct its bank to remit payment in the required amount via EFT to EPA's account with Mellon Bank and shall provide the following information to such Respondent's bank:

- . Amount of payment
- . Title of Mellon Bank account to receive the payment: **EPA**
- . Account code for Mellon Bank account receiving the payment:  
**9108544**
- . Mellon Bank ABA Routing Number: **043000261**
- . Name of remitter
- . Order Index number: CERCLA-02-99-2025
- . Site/spill identifier: 02-39

Each Respondent shall send a letter, within one week of the EFT, which references the date of the EFT, the payment amount, the name of the Site, the Order index number, and the Respondent's name and address to:

Elizabeth Leilani Davis  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 17th Floor  
New York, NY 10007-1866

Sherrel Taylor-Domville  
Remedial Project Manager

Emergency and Remedial Response Division  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 17th Floor  
New York, NY 10007-1866

Ronald Gherardi, Chief  
Financial Management Branch  
U.S. Environmental Protection Agency  
Region II  
290 Broadway  
New York, New York 10007-1866.

22. Within thirty (30) days of the effective date of this Consent Order, Respondent Phelps Dodge Corporation ("Phelps Dodge") shall pay \$17,595.02 to the Town of Oyster Bay, which shall constitute Phelps Dodge's contribution towards Response Costs incurred by the Town of Oyster Bay with respect to the Site. Such payment shall be made out to Robinson Silverman Pearce Aronsohn and Berman, who are serving as escrow agents for the Town of Oyster Bay; and shall be sent to:

Peter Paden, Esq.  
Robinson Silverman Pearce Aronsohn & Berman LLP  
1290 Avenue of the Americas  
New York, NY 10104.

At the same time that Phelps Dodge makes said payment it shall send a copy of the check and of any accompanying transmittal letter to:

Elizabeth Leilani Davis  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 17th Floor  
New York, NY 10007-1866

23. The amount to be paid by Respondent Phelps Dodge Corporation under this Consent Order represents such Respondent's fair share of the Response Costs that have been and will be incurred by EPA and by other persons at or in connection with the Site. The amounts to be paid by Respondents Konica and Kollmorgen, respectively, under this Consent Order represent each such Respondent's fair share of the Response Costs that have been and will be incurred by EPA at or in connection with the Site.

#### IX. FAILURE TO MAKE PAYMENT

24. If any Respondent fails to make full payment within the



time required by Paragraphs 21-22, that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraphs 21-22, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make timely payment.

X. CERTIFICATION OF RESPONDENTS

25. By signing this Consent Order, each Respondent certifies, individually, to the best of its knowledge and belief, the following:

a. Respondent has conducted a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. the information described in subparagraph 25. a. is materially true and correct with respect to the amount of waste material(s) that Respondent may have transported to or arranged for disposal at the Site, with respect to the chemical nature and constituents of such waste material(s), and with respect to the toxic or other hazardous effects of such waste material(s);

c. Respondent has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

d. Respondent has fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

XI. COVENANT NOT TO SUE BY THE UNITED STATES

26. In consideration of the payments that will be made by Respondents pursuant to Section VIII of this Consent Order, and except as specifically provided in Paragraphs 27 through 28 of

this Section, the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, relating to the Site. This covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment(s) as required by Section VIII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents and does not extend to any other person.

Reservation of Rights by United States

27. The covenant not to sue set forth above does not pertain to any matters other than those expressly specified in Paragraph 26. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to, the following:

- a. liability for failure to meet a requirement of this Consent Order;
- b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- c. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order; or
- d. criminal liability.

28. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a de minimis party at the Site because such Respondent contributed greater than 0.5% of the hazardous substances at the Site, or contributed hazardous substances which are significantly

more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANT NOT TO SUE BY RESPONDENTS

29. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, its agencies, officers, contractors, employees or representatives, with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), based on Sections 106(b)(2), 107, 111, 112 or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site; and

c. any claim against the United States under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607, 9613, related to the Site.

30. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

31. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

32. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if

(a) any materials contributed by such person to the Site constituting Municipal Solid Waste ("MSW") or Municipal Sewage Sludge ("MSS") did not exceed 0.2% of the total volume of waste at the Site; and

(b) any materials contributed by such person to the Site containing hazardous substances, but not constituting MSW or MSS, did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials.

This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

#### XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

33. Except as provided in Paragraph 32 (Waiver of Claims against De Micromis Parties), nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. Except as provided in Paragraph 32, the United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

34. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 26.

35. The Parties agree that each Respondent is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this settlement are all response actions taken or to be taken and all response costs incurred or to be incurred by

the United States or any other person with respect to the Site. The "matters addressed" in this settlement do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Order (except for claims for failure to comply with this Consent Order), in the event that the United States asserts rights against Respondents coming within the scope of any such reservation. Notwithstanding the foregoing, nothing in this Consent Order shall affect any obligations Kollmorgen and Konica have pursuant to the settlement referred to in Paragraph 16 above.

#### XIV. INTEGRATION/APPENDIX

36. This Consent Order and its appendix constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendix is attached to and incorporated into this Consent Order:

"Appendix 1" is the list of Respondents, their volumetric shares and their respective payment amounts pursuant to Paragraph 21 above.

#### XV. PUBLIC COMMENT

37. This Consent Order shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

#### XVI. ATTORNEY GENERAL APPROVAL

38. This Consent Order shall be deemed to be issued upon the approval of the settlement embodied in this Consent Order by the Attorney General or her designee, pursuant to Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

#### XVII. EFFECTIVE DATE

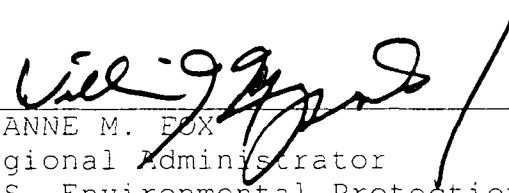
39. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 37, above, has closed

and that comments received, if any, do not require EPA to modify or withdraw from this Consent Order.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:

  
\_\_\_\_\_  
JEANNE M. FOX  
Regional Administrator  
U.S. Environmental Protection Agency  
Region II

5/30/53  
Date

122(g) ADMINISTRATIVE ORDER ON CONSENT  
SYOSSET LANDFILL SUPERFUND SITE - INDEX NUMBER CERCLA-02-99-2025

CONSENT

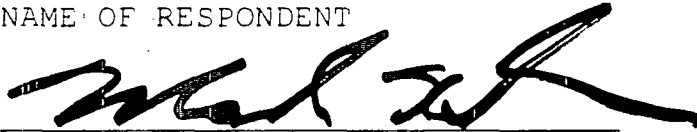
The Respondent identified below has had an opportunity to confer with EPA regarding this Consent Order. Respondent hereby consents to the issuance of this Consent Order and to its terms. The individual executing this Consent Order on behalf of Respondent certifies under penalty of perjury under the laws of the United States and of the State of Respondent's incorporation that he or she is fully and legally authorized to agree to the terms and conditions of this Consent Order and to bind Respondent thereto.

Kollmorgen Corporation

NAME OF RESPONDENT

September 28, 1999

Date



(signature)

Authorized Counsel for Kollmorgen Corporation

(typed name of signatory)

Attorney Crowell & Moring LLP

(title of signatory)

122(g) ADMINISTRATIVE ORDER ON CONSENT  
SYOSSET LANDFILL SUPERFUND SITE - INDEX NUMBER CERCLA-02-99-2025

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Photocircuits Corporation  
NAME OF RESPONDENT

September 28, 1999  
Date



(signature)

Authorized Counsel for Photocircuits Corporation  
(typed name of signatory)

Attorney Crowell & Moring LLP  
(title of signatory)




122(g) ADMINISTRATIVE ORDER ON CONSENT  
SYOSSET LANDFILL SUPERFUND SITE - INDEX NUMBER CERCLA-02-99-2025

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Konica Graphics Imaging, Inc.  
NAME OF RESPONDENT

9-28-99  
Date

  
(signature)

David R. Case  
(typed name of signatory)

Attorney for KGI, Inc.  
(title of signatory)

122(g) ADMINISTRATIVE ORDER ON CONSENT  
SYOSSET LANDFILL SUPERFUND SITE - INDEX NUMBER CERCLA-02-99-2025

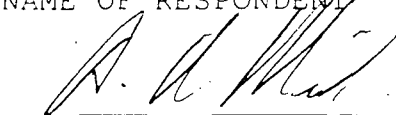
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Phelps Dodge Corporation

NAME OF RESPONDENT

Sept. 24 1999  
Date



(signature)

Arthur R. Miele

(typed name of signatory)

Vice President, Marketing

(title of signatory)

APPENDIX 1

PARTY	VOLUMETRIC PERCENTAGE	AMOUNT
KOLLMORGEN CORP./PHOTOCIRCUITS CORP.	.0585%	\$1,390.01
KONICA GRAPHICS IMAGING, INC.	.1986%	\$4,718.91
PHELPS DODGE CORPORATION	.0776%	\$1,843.84 <sup>1</sup>

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<sup>1</sup>In addition to this payment amount, Respondent Phelps Dodge Corporation is also responsible, under this Consent Order, for the payment obligation set forth in Paragraph 22 of this Consent Order.